



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

RECENT CASES

CORPORATIONS — *ULTRA VIRES* — LIABILITY OF ONE RECEIVING CORPORATE CAPITAL IN PAYMENT OF PERSONAL DEBT OF STOCKHOLDER. — A corporation paid out of its capital stock a personal debt due from a stockholder to the defendant. The defendant, however, was not aware that payment was made out of capital. The assignee of the corporation for the benefit of creditors seeks to recover the sum paid to the defendant. *Held*, that he cannot recover. *Memphis Lumber Co. v. Security Bank & Trust Co.*, 226 S. W. 182 (Tenn.).

For a discussion of the principles involved in this case, see NOTES, page 888, *supra*.

TRADE UNIONS — BOYCOTTS — BOYCOTTS ON MATERIALS. — The plaintiff, a manufacturer of printing presses, refused to recognize a union among its workmen. Two of the other three manufacturers of printing presses in the country had notified the union that this action would necessitate their abandonment of the union shop which they had previously recognized. The officers of the union thereupon sought to prevent the members in other states from installing, delivering, or repairing the presses of the plaintiff. The plaintiff sued for an injunction against these acts by the officers. The defendants set up the Clayton Act (38 STAT. AT L. 730). The two lower courts dismissed the bill, and the plaintiff appealed. *Held*, that the judgment be reversed, and the injunction be granted. *Duplex Printing Press Co. v. Deering*, 41 Sup. Ct. 172.

For a discussion of the principles involved in this case, see NOTES, page 880, *supra*.

TRADE UNIONS — STRIKES — STRIKES TO SECURE THE RE-EMPLOYMENT OF DISCHARGED FELLOW-WORKMEN. — The defendants quit work because one of their fellow-workmen was discharged. It was admitted that the defendants had done nothing else that could be questioned. The employer brought a bill to restrain the defendants from continuing to strike. *Held*, that the injunction be granted. *Mechanics' Foundry & Machine Co. v. Lynch*, 128 N. E. 877 (Mass.).

For a discussion of the principles involved in this case, see NOTES, page 880, *supra*.

BOOK REVIEWS

THE LAW OF CONTRACTS. By Samuel Williston. New York: Baker Voorhis and Company. 1920. In four volumes. pp. xxiii, 1155; xxi, 1158-2329; xxii, 2331-3456; 3457-4182.

The book does not intend or pretend to be a concise statement of the propositions constituting the law of contracts. Neither does it confine itself to a consideration of simple contracts alone. It deals also with "specialties," or contracts under seal, and with "quasi-specialties," or mercantile specialties, that is with negotiable instruments. It goes so far, in order to make its treatment of the subject exhaustive, as to incorporate within its pages the whole text of the uniform Negotiable Instruments Law.